

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CIVIL ACTION NO. 04-12493- RGS

OTIS ELEVATOR COMPANY

v.

LOCAL 4, INTERNATIONAL UNION OF ELEVATOR
CONSTRUCTORS; MICHAEL LANGER, INDIVIDUALLY, and as
BUSINESS MANAGER; KEVIN McGETTIGAN, INDIVIDUALLY, and as
BUSINESS REPRESENTATIVE; STEVE MORES, INDIVIDUALLY, and as
BUSINESS REPRESENTATIVE; and all others conspiring, acting
in concert or otherwise participating with them or acting
in their aid or behalf

STANDSTILL ORDER

November 30, 2004

STEARNS, D.J.

After review of the pleadings and a hearing, and a determination that a binding collective bargaining agreement (CBA) is in effect, and with the essential (if not complete) agreement of the parties, and consistent with the provisions of the CBA and such authority as Boys Market, Inc. v. Retail Clerks Union, 398 U.S. 235 (1970), may grant, the court ORDERS as follows:

1. Defendant Local 4 of the International Union of Elevator Constructors (IUEC), its officers, agents, and representatives, are hereby enjoined from inducing, authorizing, or encouraging employee-members from refusing to perform voluntary overtime callbacks or otherwise obstructing the normal business operations of plaintiff Otis Elevator Company (Otis).
2. Defendant Local 4, unless otherwise designated by the General President of

the IUEC, and Otis, shall undertake an expedited arbitration of all issues related to the discharge of Local 4 members Nugent and Ortiz. In so doing, the parties will abide by the provisions of Article XV, Paragraph 9 of the CBA, including the timeframes set out therein (unless modified by the mutual agreement of the parties and the arbitrator).

SO ORDERED.

UNITED STATES DISTRICT JUDGE